

SRF Disbursement Request Form

Participant Information

Name:	City of West Lafayette	SRF Loan Number:	WW 12792206
DUNS Number:	04 455 2636	CCR Number:	6NKJ2
Mailing	711 West Navajo Street		
City:	West Lafayette	State:	IN
Contact Person:	Peter L Gray, City Controller	Contact Phone Number:	765-775-5150
Authorized Representative:	Mayor John R. Dennis, or Peter L Gray	Authorized Representative Phone Number:	765-775-5100

If requesting reimbursement to the Participant by wire transfer please provide the following information:

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	

Loan Information

Description of work for which claim is being made (services, fees, type of work, etc.):	Northside Regional Lift Station and Force Main		
Is any part of this claim funded by an alternate funding source?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local Funds):		\$	
Is any part of this claim funded by the Indiana Brownfields Program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Has the Participant paid the request and is now seeking reimbursement?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there Green Project Reserve components involved in this request?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please describe:			

Loan Financial Information

Original Loan Amount:		\$	4,200,000.00
Total Amount of Previous Disbursements:		\$	3,830,127.00
Balance Available After this Disbursement:		\$	148,035.00
Amount to Contractor for this Request:		\$	221,838.00
Is any part of this request a partial or final release of retainage to the contractor?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Contractor Name:	RL Turner Corp	DUNS Number:	08 152 6378
Mailing address:	1000 West Oak Street		
City:	Zionsville	State:	IN
		ZIP Code:	46077

Wiring Information:

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	
Retainage Amount for this Request:		\$	
Participant requests that the retainage amount be held by SRF:			<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:			<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:			<input type="checkbox"/>
Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	

Total Amount of this Request:	\$	221,838.00
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The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement, that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act/ US Department of Labor requirements of 29 CFR 5.5(a)(1).

Authorized Representative	Date:	SEP 27 2016
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For Internal Use Only:

Approved By:	Date:	GPR	\$	
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HOME OF
PURDUE
UNIVERSITY

CITY OF
WEST LAFAYETTE

**FILE COPY
NON-NEGOTIABLE**

AGREEMENT AND MUTUAL
RELEASE OF ALL CLAIMS

This Agreement and Mutual Release of All Claims ("Agreement") is made this 6th day of September, 2016, by and between the City of West Lafayette ("City") and R L Turner Corporation (R L Turner).

The parties acknowledge and agree as follows:

1. In July, 2012, the City advertised bids for the North Side Regional Lift Station and Force Main Improvements ("Project").
2. On August 21, 2012, R L Turner submitted a bid with a total bid price of One Million Seven Hundred Ninety-Three Thousand Dollars and 00/100 (\$2,793,000.00) ("Original Contract Sum"). Through its Board of Public Works and Safety, the City accepted R L Turner's bid.
3. On November 7, 2012, the parties entered into a contract in which R L Turner agreed to furnish all labor, materials, equipment, supplies and services for the construction of a new lift station, standby generator, electrical building, force main and other associated work.
4. To date, the City has paid R L Turner Two Million One Hundred Forty-Three Thousand Four Hundred Fifty-One and 93/100 Dollars (\$2,143,451.93) for the Project.
5. The City is holding retainage in an escrow account that has a principal balance of Two Hundred Thirty-Eight Thousand One Hundred Sixty-One and 33/100 Dollars (\$238,161.33).
6. Uncertainty has arisen as to whether the Original Contract Sum should be reduced to take into account the following: (1) liquidated damages for a delay in substantial completion by as many as 271 days; (2) liquidated damages for a delay in final completion by as many as 233 days; (3) resident project representative inspection services beyond completion dates; (4) failure of R L Turner to submit record drawings to the City; (5) a decrease in what is referred to in the Contract as "Contract Item #2 12" Force Main Piping"; and (6) a decrease in what is referred to in the Contract as "Contract Item #2 8" Force Main Piping."
7. Further uncertainty has arisen as to whether the City owes R L Turner progress payments and final payment; whether the City owes R L Turner interest for unpaid progress payments and final payment; whether the Project was delayed for reasons outside of R L Turner's control; and whether the City owes R L Turner for its overhead expenses due to the delay.

Inv# Settlement \$221838.67
R.L. Turner Corporation
09/06/2016 # Pages 4 FP4 DOC63S9060
PO# 16000462

460,000.00 +
Escrow 238,161.33 -
0000

221,838.67 *

Balance due

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8. To fully and finally resolve the uncertainty that has arisen among the parties, the parties agree as follows:

- a. The City shall pay R L Turner the amount of Four Hundred Sixty Thousand and 00/100 Dollars (\$460,000) ("Settlement Amount").
- b. All sums now held in the retainage escrow account, including all accrued interest thereon, shall be released to R L Turner. The parties shall sign a release for the bank to disburse these funds. The principal that is released to R L Turner from retainage escrow account is a credit against the Settlement Amount.

9. All sums specified will be paid no later than September 23, 2016.

10. All terms of this Agreement are subject to ratification by the Board of Public Works and Safety of the City of West Lafayette.

11. **Full and Final Release of All Claims by all parties.** In consideration of the payment and receipt of the sums specified above, it is now agreed that each of party (City and R L Turner) hereby releases, acquits and forever discharges each other party, all parent, subsidiary and affiliated corporations of each party, and their employees, directors, shareholders, officers, agents, representatives, and insurers, from any and all actions, causes of action, claims, damages, claims for property damages, and all other claims or causes of actions and liabilities of whatsoever kind and nature, known and unknown, which the undersigned now have, claim or assert, or which the undersigned might or could hereafter have, claim or assert against every other undersigned as a result of, growing out of, or in any manner connected with the Project.

The parties hereby declare that they fully understand the terms of this Agreement and that they voluntarily pay and accept said sums for the purpose of making a full and final compromise, adjustment, and settlement of all claims between the above-mentioned parties. The parties further warrant that no promise or inducement has been offered other than said consideration and that this Agreement is executed without reliance upon any other statement or representation by the individuals released, or their representatives concerning the Project.

[Remainder of page intentionally left blank; signature page to follow]

RLTurner

September 8, 2016

Mr. Eric H. Burns
WITHERED BURNS, LLP
8 N. 3rd Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47901

Dear Sir:

Please find attached an Escrow Release Letter to Stock Yards Bank & Trust regarding the escrow account between the City of West Lafayette and the R.L. Turner Corporation on the project known as West Lafayette Indiana North Side Regional Lift Station & Force Main Improvements. This escrow release letter is pursuant to the Agreement & Mutual Release of All Claims between the City of West Lafayette and the R.L. Turner Corporation dated September 6, 2016.

If you require any additional items, please let me know.

Sincerely

James D. Gann, CFO

James D. Gann, CFO
R.L. Turner Corporation

cc: Michael Einterz



Stock Yards Bank & Trust, escrow agent, is presently holding the principal sum of \$238,161.33 in escrow pursuant to the escrow agreement between the Board of Public Works and Safety, City of West Lafayette, Indiana (Owner) and R.L. Turner Corporation (Contractor) under an escrow agreement dated November 7, 2012.

The undersigned hereby authorize the release of the principal sum of \$238,161.33 plus all accrued interest thereon to be released to R. L. Turner Corporation from escrow account # 1821628.

Dated: 09/06/14

R. L. TURNER CORPORATION

By: 
Greg Turner, CEO/President

Dated: _____

CITY OF WEST LAFAYETTE, INDIANA

By: _____
John R. Dennis, Mayor

Please forward executed agreement to:

Stock Yards Bank & Trust
Attn: Michael McCulloch
136 E. Market Street
Indianapolis, IN 46204

Office: (317) 238-2853
Michael.mcculloch@syb.com